

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: March 15, 2006 - MAR  
Bulk Item: Yes XX No    

Division: County Attorney  
Staff Contact Person: Pedro Mercado

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**AGENDA ITEM WORDING:**

Approval of the assignment of the Paradise Aviation, Inc., FBO lease at the Florida Keys Marathon Airport to Cristal Clear FBO, LLC.

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**ITEM BACKGROUND:**

The County originally entered into an FBO lease agreement with Ute Steigerwald, the assignee, on April 6, 1998. In mid 2003, Mr. Steigerwald entered into a purchase agreement with Carol Collins which conveyed to Ms. Collins Sum Air Services, Inc., DBA Paradise Jet Support. The County was not a party to the transaction and the lease was never transferred from Mr. Steigerwald to Ms. Collins. The proper leaseholder has been in dispute since the conveyance from Mr. Steigerwald to Ms. Collins and has spawned a lawsuit between Mr. Steigerwald and Ms. Collins. In addition, the lease has been problematic for the County as the rents have often been in arrears. Cristal Clear FBO, LLC., has now purchased the interest of both Ute Steigerwald and Carol Collins in Paradise Aviation, Inc., and has brought all arrearages current. The purchase also resolves the current pending litigation between Ute Steigerwald and Carol Collins.

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**PREVIOUS RELEVANT BOCC ACTION:**

Approved the original FBO lease with Ute Steigerwald and subsequent amendments to the lease, with the most recent amendment being entered into on December 19, 2001 and terminating the lease on April 2, 2018.

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**CONTRACT/AGREEMENT CHANGES:**

N/A

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:**    N/A   

**BUDGETED:** Yes     No    

**COST TO COUNTY:**    N/A   

**SOURCE OF FUNDS:**                                     

**REVENUE PRODUCING:** Yes XX No    

**AMOUNT PER MONTH** \$8,960.14+fuel  
flowage fee

**APPROVED BY:** County Atty     OMB/Purchasing     Risk Management    

**DIVISION DIRECTOR APPROVAL:**                                     

Suzanne A. Hutton  
SUZANNE A. HUTTON, INTERIM COUNTY ATTORNEY

**DOCUMENTATION:** Included     Not Required    

\* BACK-UP TO FOLLOW.

**DISPOSITION:**                                     

**AGENDA ITEM #**



## CONSENT TO ASSIGNMENT

~~This Consent to Assignment is entered into this 15<sup>th</sup> day of March 2006, by and between Monroe County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), Paradise Aviation, Inc., Assignor, and Cristal Clear FBO, LLC, Assignee, the parties agreeing as follows:~~

1. The County leased to Assignor approximately 373,679.56 s.f. of space utilized as a FBO facility located at 9850 Overseas Highway, Marathon, Florida at the Marathon Airport, under a Marathon FBO Agreement dated April 6, 1998 (hereinafter referred to as the "Original Agreement"), and amended by Lease Amendment thereto on December 19, 2001. The Original Agreement and Lease Amendment are attached and incorporated into this Consent to Assignment.
2. Subject to approval by the County Commission, a change of operational control of the FBO facility was agreed to between the Assignor and Assignee effective December 19, 2005, wherein the Assignor assigned to Assignee all the Assignor's rights, title and interest in the Original Agreement and Lease Amendment.
3. Monthly rent payments shall be made payable to Monroe County Airport Business Office and sent to 3491 S Roosevelt Blvd, Key West, Florida 33040.
4. In consideration for Monroe County's consent, the Assignee agrees to be bound by all the terms and conditions of the Original Agreement and Lease Amendment.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

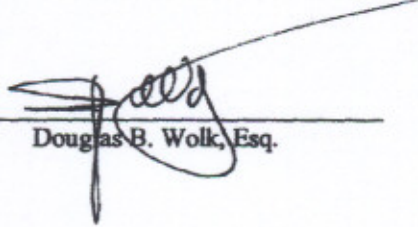
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

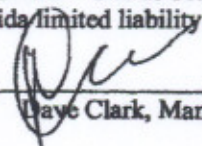
By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

Witness:

ASSIGNEE - Cristal Clear FBO, LLC,  
a Florida limited liability company

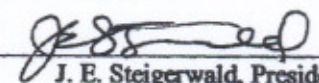
By:   
Douglas B. Wolk, Esq.

  
Dave Clark, Managing Member

Witness:

ASSIGNOR - Paradise Aviation, Inc.,  
a Florida corporation

By:   
Tracy Brenner

  
J. E. Steigerwald, President



Mar. 8. 2006 4:27PM

LAW OFFICE

marathon\* 305-743-310 No. 1891 P. 2.2

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT  
IN AND FOR MONROE COUNTY, FLORIDA

PARADISE AVIATION, INC.  
a Florida Corporation,

Plaintiffs,

CASE NO. 2005-CA-74-M

vs.

CAROL J. COLLINS and SUM AIR SERVICES, INC.  
a Delaware Corporation, d/b/a PARADISE JET SUPPORT,

Defendants.

MEDIATED SETTLEMENT AGREEMENT

Pursuant to the terms of the Court's Order setting mediation in this matter, and after being notified, the parties agree to settle this matter as follows:

1. Cristal Clear FBO LLC consent's to the Court's Order setting mediation and submits to the Court's jurisdiction for purposes of enforcement of this settlement agreement.
2. No later than 22 December 2005, Cristal Clear FBO LLC will deliver \$200,000.00 into escrow with Nicholas W. Mulick PA to secure Cristal Clear FBO LLC's obligations under this settlement agreement.
3. On 19 December 2005, Plaintiff will assign the Marathon Fixed Base Operator Agreement dated 6 April 1998 by and between County of Monroe, a political subdivision of the State of Florida, and Plaintiff ("FBO Lease") to Cristal Clear FBO LLC by assignment instrument prepared by Nicholas W. Mulick, Esq.
4. The \$200,000.00 in escrow will be released upon the County of Monroe, State of Florida's final approval and consent to Plaintiff's assignment of the FBO Lease to Cristal Clear FBO LLC pursuant to FBO Lease paragraph 23, as well as the County of Monroe, State of Florida's approval of the terms of this settlement agreement, Nicholas W. Mulick, PA will deliver the \$200,000.00 Cristal Clear FBO LLC placed in escrow to Ronald L. Strauss, Esq., PA for Plaintiff's benefit.
5. Plaintiff warrants that all rent under the FBO Lease is paid through 30 September 2005.
6. Cristal Clear FBO LLC is responsible for all rent accruing under the FBO Lease from 1 October 2005.
7. Mutual, general releases will be executed and exchanged by the following parties no later than 15 January 2005 (releasing all other parties providing releases, except as provided in this settlement agreement):
  - a. Defendant Carol Collins;
  - b. Defendant Sum Air Services, Inc. dba Paradise Jet Support;

Received Time Dec. 28. 5:11PM

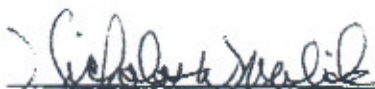


- c. Plaintiff;
  - d. Cristal Clear FBO LLC;
  - e. South Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida, Tropical Fighters, Inc.;
  - f. Christy Steigerwald (aka Christy Stiegerwald);
  - g. Amy Steigerwald (aka Amy Stiegerwald) (by her parent Ute Steigerwald);
  - h. Nicole Steigerwald (aka Nicole Stiegerwald) (by her parent Ute Steigerwald);
  - i. Ute Steigerwald (aka Ute Stiegerwald);
  - j. John E. Steigerwald, III (aka Ed Stiegerwald); and
  - k. Any other party or entity reasonably necessary to effectuate absolute finality to all claims, direct or indirect, between the persons and entities listed above.
8. Defendant Carol Collins and Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida hereby terminate and mutually release each other from that certain lease agreement between them dated 1 March 2003, but may remain in possession according to the strict terms of this settlement agreement.
  9. No later than 22 December 2005, Plaintiff will take possession of the Jet Truck with the vehicle registration number 1HTAA1652DHA32617.
  10. Cristal Clear FBO LLC will pay Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida an incentive payment of:
    - l. \$40,000.00 if Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida abandons the FBO Lease premises and delivers possession to Cristal Clear FBO LLC by 31 January 2006;
    - m. \$20,000.00 if Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida abandons the FBO Lease premises and delivers possession to Cristal Clear FBO LLC by 28 February 2006;
    - n. \$10,000.00 if Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida abandons the FBO Lease premises and delivers possession to Cristal Clear FBO LLC by 31 March 2006; or
    - o. \$5,000.00 if Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida abandons the FBO Lease premises and delivers possession to Cristal Clear FBO LLC by 30 April 2006.
  11. Notwithstanding the foregoing, Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida is not required to pay rent through 30 June 2006 and will abandon the FBO Lease premises and deliver possession to Cristal Clear FBO LLC by 30 June 2006, thereupon Florida Fighter Jet Association, Inc. dba Tropical Fighters of Florida will relinquish all rights to the FBO Lease premises.
  12. Plaintiff and Defendants authorize the Clerk of the Court to immediately disburse all funds associated with this suit and held in the registry pursuant to Section 83.232, *Florida Statutes* as follows:
    - p. \$15,000.00 to Cristal Clear FBO LLC; and
    - q. The remainder to Plaintiff.
  13. All parties will execute, or obtain execution of, all further instruments, agreed orders, releases and other documents necessary to accomplish the intent of this settlement agreement.
  14. All parties will actively act in good faith to further the intent of this settlement

agreement.

15. The parties agree to dismiss, with prejudice, all pending litigation between them, including any counterclaims and third-party claims or their entities.
16. Each party bears his, her or its own attorneys' fees and costs.
17. By entering into this settlement agreement, no party or third-party beneficiary acknowledges any fault or liability, but enters this settlement agreement to amicably resolve all disputes between parties and third-parties listed in this settlement agreement.
18. The parties will submit this settlement agreement to the Court to ratify and retain jurisdiction for purposes of enforcing this settlement agreement.
19. The prevailing party in any action required to enforce this settlement agreement is entitled to attorneys' fees and costs.

Agreed upon and signed this 19th day of December 2005.



Nicholas W. Mulick, Esq.  
as Attorney for Defendant, Cristal Clear FBO LLC



Carol Collins, Defendant  
Sum Air Services dba Paradise Jet Support



John E. Steigerwald, III, Plaintiff  
Paradise Aviation, Inc.



IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT  
IN AND FOR MONROE COUNTY, FLORIDA

**PARADISE AVIATION, INC.,**  
a Florida corporation,

CIVIL DIVISION

CASE NO. 2005-CA -74-M

Plaintiff,

VS

**CAROL J. COLLINS** and  
**SUM AIR SERVICES, INC.,** a  
Delaware corporation **d/b/a**  
**PARADISE JET SUPPORT,**

Defendants.

**AGREED ORDER ON PLAINTIFF'S AGREED  
MOTION FOR DISBURSEMENT OF ALL OF THE FUNDS HELD IN  
THE COURT REGISTRY**

THIS CAUSE came on to be heard before the Court upon the *Plaintiff's Agreed Motion for Disbursement of All of the Funds Held in The Court Registry* and the Court, having reviewed the pleadings of record and being advised that, pursuant to the Mediated Settlement Agreement (paragraph 12 thereof), Plaintiff and Defendants agreed to an order of court to authorize the Clerk of the Court to immediately disburse all funds associated with this suit and held in the Registry pursuant to Section 83.232, Florida Statutes as follows: **\$15,000.00 to Cristal Clear FBO LLC; c/o Nicholas W. Mulick, Esq. Trust Account** and the remainder in the amount of **\$60,899.54 to Plaintiff, Paradise Aviation, Inc., c/o Ronald I. Strauss, Esquire, P.A Trust Account**, and the Clerk has acknowledged that it has on deposit in the Registry, the sum of \$75,899.54 as of this date. Therefore it is

ORDERED AND ADJUDGED as follows:

1. *Plaintiff's Agreed Motion for Disbursement of All of the Funds Held in The Court Registry* be, and the same is, hereby granted.

Paradise Aviation, Inc. v. Collins, et al.  
Case No. 2005-CA-74-M

2. The Clerk of this Court is ordered to immediately disburse the funds from the Court Registry as follow: **\$60,899.54 to payable to RONALD I. STRAUSS, ESQUIRE, P.A Trust Account.** 5196 Overseas Highway, Marathon, FL 33050 in trust for Plaintiff, Paradise Aviation, Inc., and **\$15,000.00 to be paid to NICHOLAS W. MULICK, ESQ. TRUST ACCOUNT,** 91645 Overseas Highway Tavernier, FL 33070, in trust for Cristal Clear FBO LLC.

31<sup>st</sup> ~~day of January~~ 2006.  


**RICHARD G. PAYNE**

HONORABLE RICHARD PAYNE

Copies furnished to:  
RONALD I. STRAUSS, ESQ.  
JAMES J. DORL, ESQ.  
NICHOLAS W. MULICK, ESQ.  
CHARLES PT PHOENIX, ESQ.